

## GENERAL CONDITIONS

The civil-law notary's liability is limited to the amount to which the civil-law notary is entitled under the professional liability insurance in the case in question. That liability is governed by the general conditions filed at the registrar's office of the Court of The Hague, the Netherlands, a copy of which can be obtained free of charge from the civil-law notary or the *KNB* (Royal Dutch Association of Civil-Law Notaries).

The civil-law notary's liability is furthermore governed by the general conditions regarding the provision of services by Olenz notarissen, a professional partnership, having its registered office and maintaining a place of business in Veenendaal, the Netherlands, filed at the registrar's office of the Court of Utrecht, the Netherlands, which read as follows:

### I. DEFINITIONS

In these general conditions the terms listed below have the following meaning:

- a. Partnership: Olenz notarissen, having its registered office in Veenendaal, the Netherlands, consisting of natural persons and/or legal entities.  
NB: a list of the partners will be provided on request.
- b. Client: the Partnership's contracting party, being the natural person or legal entity that engages (or jointly engages) the civil-law notary.
- c. Firm: the Partnership and, both jointly and individually, the natural persons and legal entities affiliated with the Partnership as members of the Partnership or under an employment contract, temping agreement or articulated clerk agreement, including the managing directors of such legal entities.
- d. Fee: the financial compensation (time-weighted or other), excluding Disbursements and Office Costs as referred to in (e) and (f), on which the Partnership has agreed with the Client for the performance of the agreement or that applies to the work in question.
- e. Disbursements: the costs incurred by the Partnership with regard to the performance of the agreement;
- f. Office Costs: the fixed surcharge on the Fee for the costs of office facilities; and
- g. Invoice: the invoice sent to the Client on behalf of the Partnership for the payment of the Fee, Disbursements and/or Office Costs due, and turnover tax and transfer tax.

### II. APPLICABILITY

These general conditions govern all contracts for professional services, unless otherwise agreed in writing before the conclusion of a contract.

### III. CONTRACT FOR PROFESSIONAL SERVICES

- a. A contract for professional services is not concluded until the Partnership accepts the assignment. With regard to the conclusion of a contract the Partnership may be represented only by civil-law notaries or candidate civil-law notaries affiliated with the Firm.
- b. The Client agrees that the Partnership may have the contract performed under its responsibility by the Firm or, if necessary, by third parties. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded.

### IV. LIABILITY OF THE CLIENT

If an assignment is given by more than one natural person or legal entity, each of them is jointly and severally liable for the amounts payable to the Partnership under the contract for professional services. If an assignment is given by a natural person on behalf of a legal entity and if that natural person can be regarded as the policymaker or co-policymaker of that legal entity, that natural person is also the principal in his or her private capacity, and therefore the Client. In the event of payment default by the legal entity, he or she is therefore personally liable for the payment of the Invoice, regardless of whether, at the Client's request or otherwise, the Invoice has been made out in the name of a legal entity or in the name of the natural person as the Client.

### V. INVOICE

- a. The Fee for the performance of a contract, increased by Disbursements, Office Costs, turnover tax and transfer tax, is payable by the Client, in the manner agreed on between the Client and the Partnership.
- b. If the performance of the contract lasts longer than one month, work performed may be invoiced in the interim.
- c. The Partnership may at any time require advance payment by the Client. Any advance paid will be deducted from the final Invoice.
- d. In cases that are handled on the basis of the statutory system of legal aid, the provisions of this article apply only to costs that are payable by the Client on the grounds of the counsel assignment order issued.

### VI. PAYMENT

- a. Only payments made by transfer to one of the bank accounts registered in the Partnership's name (including payments made by PIN) and payments made in cash (up to the maximum amount generally accepted or specified in that regard in the notarial practice at the time of the payment) against proper proof of payment will discharge the Client.
- b. Unless otherwise stated, the Invoice must be paid in the manner described above, no later than on the date of execution of the deed, but before the time of its execution.
- c. All other Invoices of the Partnership must be paid within 14 days after the invoice date. In the event of late payment the Client is in default by operation of law and default interest is due equal to the applicable statutory interest from the date of default until the date of payment.
- d. If the Partnership takes debt collection measures against a defaulting Client, the costs involved in the debt collection, subject to a minimum of 10% of the outstanding Invoices, are payable by the Client.

#### VII. CLIENT RELATIONSHIP

The engagement of the Partnership by the Client gives rise to a client relationship between the Partnership and the Client. On the basis of that client relationship, entirely at the Partnership's discretion and if it considers it necessary, the Partnership has the right to consult the Persons Database (*BRP*) before contacting the Client. This right applies both during the engagement of the Partnership by the Client and for an open-ended period after its termination.

#### VIII. LIABILITY

- a. The Firm's liability towards Clients and third parties for loss resulting from or related to the performance of a contract is at all times limited to the amount covered under the professional liability insurance in the case in question, increased by the amount of the deductible under the policy in question.
- b. The Firm will at all times act with due care when engaging third parties, but is not liable for any breach on the part of such third parties.
- c. The limitation of liability also applies if the Firm is liable for errors made by third parties engaged by the Firm or for any improper functioning of equipment, software, data files, registers or other items, with no exception, used by the Firm when performing the contact.
- d. The limitation of liability does not apply in the event of intent or gross negligence of the Partnership, its partners or its managers.

#### IX. DISPUTES

The contract is governed by Dutch law. The services provided by the Firm are governed by the Complaints and Dispute Settlement Scheme for the Notarial Profession; see also [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl). Disputes that fall within the competence of the Disputes Committee for the Notarial Profession will be settled by that committee. All other disputes will be settled exclusively by the competent Dutch court.